



Gresham House

Specialist investment

Gresham House Unit Trust Application Execution Only (Individual via Intermediary)

This Application Form, which acts as an account opening form, should be read in the context of and together with the Prospectus of the trust and the supplement(s) of the fund (collectively referred to as the “Prospectus”), and save where otherwise defined in this application form, all capitalised terms shall have the same meaning as in the Prospectus. This application form, together with the anti-money laundering verification requirements and the declaration of residence, constitutes your agreement to subscribe for shares in the fund.

1 - Gresham House Unit Trust Application - Account Details

Account name(s):

Permanent residential address:

Telephone No:

IT IS IMPORTANT THAT WE HAVE YOUR EMAIL ADDRESS:

All communications and reports will be sent in electronic form by email. Paper copies can be mailed on request.

Email address:

This application form should be received by Gresham House Asset Management Ireland Limited, 2nd Floor, Block 3, The Oval, 160 Shelbourne Road, Dublin, D04 T8F2 two days in advance of the next dealing date.

Dealing date:

Please invest on our behalf in the following units or cash equivalent in the Fund as follows:

Fund	ISIN	Cash amount
Gresham House Euro Liquidity Fund	IE000I6VNG32	
Gresham House Global Equity Fund	IE0007I4QQQ4	
Gresham House Global Multi-Asset Fund	IE000B26UD41	
Gresham House Global Small Company Fund	IE000HLV8X02	
Gresham House Global Thematic Multi-Asset Fund	IE000D0FZOU9	

Your bank account details for redemption payments:

Name of bank:

Account name:

Swift code:

IBAN number:

For redemptions, all proceeds will be paid to the above account. Third party payments are not permitted.

Bank account details for subscription payments will be provided once your application has been accepted.

Electronic communication consent

Consent to receiving all our Gresham House communications in electronic format:

☐

I/We consent to receiving all valuation letters and other such correspondence from Gresham House. Please note that all personal correspondence sent to you by Gresham House will be password protected

☐

I/We consent to receive details of new products/promotions/events etc. from Gresham House

1 – Intermediary Declaration & Fees

Name of Intermediary Firm	
How long have you known the client:	
When did you last meet the client in person:	

AML/KYC documentation is required for the ultimate beneficial owner(s) as follows.

This must be provided to Gresham House who will in turn provide to the Administrator of the Fund(s).

Proof of Identity (POI) - valid passport/driving license

Proof of Address (POA)

The following are acceptable (must be current <6 months):

- Statement of account from a credit or financial institution
- Credit/debit card statement (including those printed from the internet)
- Utility bills (including those printed from the internet) e.g. electricity / gas / cable television / broadband provider / landline telephone provider / waste company
- Tax correspondence

The following are not acceptable:

- Mobile phone bill / TV licence / invoices / statements from store cards / home insurance letters etc

AML document certification

In order to facilitate submission of anti-money laundering (“AML”) documents, Gresham House uses an application called ID-Pal. This offers an easy-to-use online identity verification and AML screening service. Our CRM Team can send a link to the application.

If AML documents are not provided via ID-Pal, they will need to be certified, stamped with the professional registration of the certifier: a member of the Garda Síochána / police officer, a practicing chartered or certified public accountant, a notary public, a practicing solicitor, embassy / consular staff, regulated financial or credit institution, justice of the peace, commissioner for oaths, medical professional.

I/We hereby confirm the following:

- that I/we are an investment product intermediary as defined in the Investment Intermediaries Act, 1995 (as amended) (the “IIA”) and are authorised under the IIA act as an investment product intermediary.
- that I/we have provided investment advice to the client regarding this investment and have fully explained all of the potential risks involved.
- that I/we have carried out a suitability and appropriateness assessment to ensure the investment advice provided and the investment decisions made by the client are suitable for that client’s circumstances, investment objectives and attitude to investment risk, in accordance with the MiFID Regulations.
- that I/we have issued a receipt in compliance with Section 30 of the IIA (as applicable);
- that I/we have completed all checks to verify the identity, address, source of funds and source of wealth of the applicant as required by the Anti-Money Laundering (AML) and Countering the Financing of Terrorism (CFT) legislation and this transaction does not give rise to any AML/CTF concerns.
- that the client has been provided with, and confirmed full understanding of, the Prospectus.

Initial Sales Charge %:	
Intermediary Share of AMC:	

Authorised signature:	
Print name:	
Capacity:	
Date:	

2 - Gresham House Unit Trust Application - Confirmations and Acknowledgements

I/We certify that I am/we are a natural person.

I/We hereby certify that I am/we are aware of the risk involved in this proposed investment and of the fact that inherent in such investments is the potential to lose all of the sum invested.

I/We confirm that I am/we are 18 years of age or over.

I/We confirm that I am/we are not a US person (as defined in the Prospectus) and am/are not acquiring units on behalf of, or for the benefit of, a US person, nor do I/we intend transferring any units which I/we may purchase to any person who is a US person.

I/We having received and considered a copy of the Prospectus hereby confirm that this application is based solely on the Prospectus for the fund current at the date of this application and the material contracts therein.

I/We hereby indemnify the manager, trustee, administrator and other unit holders for any loss suffered by them as a result of me/us acquiring or holding shares in the fund where, by virtue of my/our holding, I am/we are in breach of the laws of any competent jurisdiction.

I/We hereby undertake to observe and be bound by the provisions of the trust deed (as amended from time to time) constituting the fund and apply to be entered in the register of unit holders as the holder/holders of the units issued in relation to this application.

The administrator and the manager are each hereby authorised and instructed to accept and execute any instructions in respect of the units to which this application relates given by me/us in written form, electronic communication or by facsimile. If the instructions are given by me/us by, electronic communication or facsimile I/we undertake to confirm them in writing. I/we hereby agree to indemnify each of the administrator and the manager and agree to keep each of them indemnified against any loss of any nature whatsoever arising to any of them as a result of any of them acting upon, electronic communication or facsimile instructions.

In circumstances where such instructions relate to a change in the bank account details for redemption payments referred to above, I/we confirm that we will provide you with an original instruction. The administrator and the manager may rely conclusively upon and shall incur no liability in respect of any action taken upon any notice, consent, request, instruction or other instrument believed in good faith to be genuine or to be signed by properly authorised persons.

I/We acknowledge the administrator will refuse to process a redemption request if the original of this application form has not been received by the administrator.

The distributor, the administrator and the manager shall be held harmless and indemnified against any loss arising as a result of a failure to process the application if such information has been required by the parties referred to has not been provided by me/us.

I/We confirm that I/we have the capacity and am/are duly authorised to make this application and to make the representations and give the indemnities referred to herein.

I/We request that the units issued pursuant to this application are registered in the name and address set out on page two hereof.

Your personal information will be handled by the Administrator (as Data Processor on behalf of Gresham House) in accordance with the Data Protection Acts 1988 to 2018. Your information will be processed for the purposes of carrying out the services of administrator, registrar and transfer agent of the trust and to comply with legal obligations including legal obligations under company law and anti-money laundering legislation. The administrator or company will disclose your information to third parties where necessary or for legitimate business interests. This may include disclosure to third parties such as auditors and the Central Bank of Ireland or agents of the administrator who process the data for anti-money laundering purposes or for compliance with foreign regulatory requirements. The applicant hereby consents to the processing of his/her information and the disclosure of his/her information as outlined above and to the investment manager and where necessary or in Gresham House's or the Administrator's legitimate interests to any company in the administrator's and/or the investment manager's group of companies or agents of the administrator including companies situated in countries outside of the European Economic Area which may not have the same data protection laws as in Ireland.

3 - Declaration of Residence Inside or Outside the Republic of Ireland

Applicants who reside outside Ireland are required by the Irish Revenue Commissioners to make the following declaration which is in a format authorised by them, in order to receive payment without deduction of tax.

It is important to note that this declaration, if it is then still correct, shall apply in respect of any subsequent acquisitions of shares/units. Terms used in this declaration are defined in the Prospectus.

Please select: A, B, C or D as appropriate.

☐ A	Declaration on own behalf I/We declare that I am/we are applying for the shares/units on my/our own behalf and that I am/we are entitled to the shares/units in respect of which this declaration is made and that - I am/we are not currently resident or ordinarily resident in Ireland, and - should I/we become resident in Ireland I/we will so inform you, in writing, accordingly
☐ B	Declaration as intermediary I/We declare that I am/we are applying for shares/units on behalf of persons: - who will be beneficially entitled to the shares/units; and, - who, to the best of my/our knowledge and belief, are neither resident nor ordinarily resident in Ireland I/We also declare that: - unless I/we specifically notify you to the contrary at the time of application, all applications for shares/units made by me/us from the date of this application will be made on behalf of such persons; and, - I/we will inform you in writing if I/we become aware that any person, on whose behalf I/we hold shares/units, becomes resident in Ireland
☐ C	I/We am/are an Irish Resident who will not cause the fund to have an obligation to deduct and pay tax to the Irish Revenue Commissioners. If this section applies, it will be necessary to attach and complete the form in Appendix I of this application form.
☐ D	I/We am/are an Irish Resident who will cause the fund to have an obligation to deduct and pay tax to the Irish Revenue Commissioners.

Non-resident declarations are subject to inspection by the Irish Revenue Commissioners, and it is a criminal offence to make a false declaration.

To be valid, the application form (incorporating the declaration required by the Irish Revenue Commissioners) must be signed by the applicant. Where there is more than one applicant, each person must sign. If the applicant is a company, it must be signed by the company secretary or another authorised officer.

If the application form (incorporating the declaration required by the Irish Revenue Commissioners) is signed under power of attorney, a copy of the power of attorney must be furnished in support of the declaration.

I/We agree to be bound by the representations and statements set out in this application form.

Authorised signatory 1:		Authorised signatory 2:	
Date:		Date:	

4 - Declaration of Source of Wealth for Individual - Beneficial Owner(s)

	Account holder 1	Account holder 2
Full name:		
Country of residence:		

Occupation

Please provide a precise description of activity (e.g. manager of bank, restaurant owner)

	Account holder 1	Account holder 2
Profession:		
Employer:		
Annual Income:		

If retired or unemployed, please indicate former profession:

	Account holder 1	Account holder 2
Retired:		
Unemployed:		

I / We declare:

☐ I / We am / are the ultimate beneficial owner of the money invested

☐ I / We am / are not the ultimate beneficial owner of the money invested

I / We declare:

☐ The monies invested do not originate from criminal activity, of whatever nature, and in particular do not constitute the proceeds of money laundering

☐ Any profits derived from my investment will not be used for terrorism financing

I / We declare that the money invested does not come from a third party and is drawn from my / our own bank account. These funds originate from the following source:

☐ Salary savings

☐ Inheritance

☐ Real estate sale (please specify)

☐ Gift (please specify)

☐ Other (please specify)

To specify:

I declare that the information provided in this form is true and complete. I agree to provide Gresham House with any further information or documentary evidence in respect of the investment upon request.

Beneficial owner signature 1:		Date:	
Beneficial owner signature 2:		Date:	

5 - Declaration of Source of Funds for Individual - Beneficial Owner(s)

I/We hereby confirm that investments made into the Gresham House Unit Trust Funds:

- Are not made on behalf of a third party
- The funds invested are derived from legitimate sources and are not linked to and/or derived from criminal origin, of whatsoever nature, and in particular do not constitute the proceeds of money laundering or terrorist financing
- Originate from the following source: (please complete below as applicable)

	Account holder 1	Account holder 2
Capital of company/dividends or income from business: <i>(If yes, please provide the details, including company name and amount)</i>		
Gift/inheritance: <i>(If yes, please give details, including origin, date received and amount)</i>		
Annual Income:		

Professional salary:

Name of employer:		
Occupation:		
Address of employer:		
Number of years in employment:		
Gross annual income:		

Profit from sold or maturing investments: <i>(If yes, please provide the date of liquidation/sale and sale amount)</i>		
Profits from property sale: <i>(If yes, please provide the date and total sale amount)</i>		
Profits from sale of company: <i>(If yes, please provide the name and nature of the company, date and amount of sale)</i>		
Compensation payment: <i>(If yes, please provide details on the type and amount of compensation received)</i>		
Pension: <i>(If yes, please complete the section Professional Salary)</i>		
Other: <i>(Please specify)</i>		

I declare that the information provided in this form is true and complete. I agree to provide Gresham House with any further information or documentary evidence in respect of the investment upon request.

Beneficial owner signature 1:		Date:	
Beneficial owner signature 2:		Date:	

6 - Self-Certification for FATCA and CRS - Irish Domiciled Fund

We are obliged under Section 891 E and Section 891 F and Section 891 G of the Taxes Consolidation Act 1997 (as amended) and regulations made pursuant to these sections to collect certain information about each investor's tax arrangements. Please complete the sections below as directed and provide any additional information that is requested.

For further information on FATCA please refer to Irish Revenue website at: <http://www.revenue.ie> or <http://www.revenue.ie/en/business/international/agreement-ireland-usa-compliance-fatca.pdf>

For further information on CRS please refer to the OECD automatic exchange of information portal: <http://www.oecd.org/tax/automatic-exchange>

- Please note that in certain circumstances we may be obliged to share this information with relevant tax authorities
- If you have any questions about this form or defining your tax residency status, please speak to your tax adviser or local tax authority
- If any of the information below about the Investor's tax residence or FATCA/CRS classification changes in the future, please ensure that we are advised of these changes promptly

6 (a) - FATCA & CRS: Investor identification

	Account holder 1	Account holder 2
Title:		
Forename and middle name(s):		
Surname:		
Permanent residential address:		
Eircode:		
Country:		
Telephone No:		
Country of birth:		
Date of birth:		

6 (b) - FATCA Declaration of U.S. Citizenship or U.S. Residence for Tax Purposes

Please select: A or B as appropriate:		Account holder 1	Account holder 2
A	I/We confirm that I am/we are a U.S. citizen and/or resident in the U.S. for tax purposes and my/our U.S. federal taxpayer identifying number (U.S. TIN) is as follows: OR	☐	☐
B	OR - I/We confirm that I am/we are not a U.S. citizen or resident in the U.S. for tax purposes.	☐	☐

6 (c) - CRS Declaration of Tax Residency

Please indicate your country of tax residence. **If you are a resident in more than one country, please detail all countries of tax residence and associated tax identification numbers.**

Country of Tax Residency		Tax ID Number	
Account holder 1	Account holder 2	Account holder 1	Account holder 2

Section 6 (d) - FATCA & CRS Declaration and Undertakings

I/We declare that the information provided in this form is, to the best of my/our knowledge and belief, accurate and complete.

I/We undertake to advise the recipient promptly and provide an updated Self-Certification form where any change in circumstances occurs which causes any of the information contained in this form to be incorrect.

	Applicant 1	Applicant 2
Authorised signature:		
Print name:		
Capacity:		
Date:		

7 - ESMA Classification

The above investor(s) is/are classified as the following type of investor(s) (please select the appropriate classification from the second column and tick the corresponding box in the first column):

Applicant 1 certification	Applicant 2 certification	ESMA code label	Code ID
☐	☐	Households	HHLD

8 - Fees and Charges

Scale of Fees

The following fees will be receivable by Gresham House from the relevant fund. The euro cost calculations are based on an investment of €10,000 into the respective fund.

Fund portfolios	Per annum	Euro cost
Gresham House Euro Liquidity Fund	0.25% (of net asset value)	€ 25
Gresham House Global Equity Fund	1.50% (of net asset value)	€ 150
Gresham House Global Multi-Asset Fund	1.50% (of net asset value)	€ 150
Gresham House Global Small Company Fund	1.50% (of net asset value)	€ 150
Gresham House Global Thematic Multi-Asset Fund	1.50% (of net asset value)	€ 150

In addition, the funds will pay independent trustee, custodian and administrator costs and other fund expenses. Further details on these costs are available on the Gresham House website- see the PRIIPs and Prospectus section of the relevant fund. A more detailed illustration of costs and charges incurred by the Gresham House funds is available on request.

Appendix I - Declaration Referred to in Section 739D(6) Taxes Consolidation Act ("TCA 1997")

I/We declare that the information contained in this declaration is true and correct. (It is important to note that this declaration, if it is still correct, shall apply in respect of any subsequent acquisitions of shares/units.)

I/We also declare that I am applying for the shares/units on behalf of the applicant named below who is entitled to the units I respect of which this declaration is made and is a person as referred to, in the particular paragraph of Section 739D(6) TCS 1997, as is indicated below, who is:

☐	a pension scheme;
☐	a company carrying on life business within the meaning of section 706 TCA 1997;
☐	an investment undertaking;
☐	an investment limited partnership within the meaning of section 739J;
☐	a special investment scheme;
☐	an exempt unit trust to which section 731(5)(a) TCA 1997 applies;
☐	a charity being a person referred to in section 739D(6)(f)(i) TCA 1997;
☐	a qualifying management company;
☐	a person entitled to exemption from income tax and capital gains tax by virtue of section 784A(2) TCA, 1997*;
☐	a person entitled to exemption from income tax and capital gains tax by virtue of section 787I*;
☐	a credit union within the meaning of section 2 of the Credit Union Act 1997;
☐	a person entitled to exemption from income tax and capital gains tax by virtue of section 787AC*.

Name & title of applicant	
Irish tax reference number of applicant (note 2)	
Authorised signatory(s) declarant (note 3)	
Capacity in which declaration is made	
Date	

Important notes re. Declaration Referred to in Section 739D(6) TCA 1997

1. This is a form authorised by the Revenue Commissioners which may be subject to inspection. It is an offence to make a false declaration.
2. Tax reference number in relation to a person has the meaning assigned to it by Section 885 TCA, 1997 in relation to a “specified person” within the meaning of that section.
 - a. In the case of a charity, quote the Charity Exemption Number (CHY) as issued by revenue.
 - b. In the case of a qualifying fund manager, quote the tax reference number of the beneficial owner of the share/units.
3. Authorised signatories;
 - a. In the case of an exempt pension scheme, the administrator must sign the declaration;
 - b. In the case of a retirement annuity contract to which section 784 or 785 applies, the person carrying on the business of granting annuities must sign the declaration;
 - c. In the case of a trust scheme, the trustees must sign the declaration
 - d. In the case of a charity, the declaration must be signed by the trustees or other authorised officer of a body of persons or trust established for charitable purposes only within the meaning of sections 207 and 208 TCA 1997
 - e. In the case of an approved retirement fund/an approved minimum retirement fund, the declaration must be signed by a qualifying fund manager
 - f. In the case of a PRSA the declaration must be signed by a PRSA administrator
 - g. In the case of a PEPP the declaration must be signed by a PEPP Provider
 - h. In the case of an intermediary where appropriate, the declaration must be signed by the intermediary.
 - i. In the case of a company, the declaration must be signed by the company secretary or other authorised officer
 - j. In the case of a unit trust the declaration must be signed by the trustees
 - k. In any other case it must be signed by an authorised officer of the entity concerned or a person who holds a power of attorney from the entity. A copy of the power of attorney should be furnished in support of this declaration

9 - Risk Disclosure Statement

Information on the nature and risk of financial instruments

This information is provided to you in accordance with the requirements of the MiFID Regulations and in the context of this Application Form. This information provides a general description of the nature and risks of financial instruments taking account of your categorisation as a retail investor. It does not disclose all the risks and characteristics of financial instruments which you may trade in, however it is designed to give you an understanding of the major risks and characteristics. In some circumstances the risks identified below may not apply to the particular financial instrument that you wish to invest in, either because of that financial instrument's particular characteristics, your risk appetite in respect of that financial instrument and/or the purpose of your investment. You should not deal in financial instruments unless you are aware of the nature and risks of the transactions you are entering into. You should obtain a clear explanation of all commissions, fees and other charges for which you will be liable. These charges will affect your net profit (if any) or increase your loss. You should understand the extent of your exposure to any potential loss.

The value of financial instruments may fall as well as rise. When investing in financial instruments there is a risk that you may lose some or all of your original investment. You should consider whether investing in financial instruments is suitable for you in light of your individual circumstances and taking account of your investment objectives, financial position and attitude to risk. In deciding whether certain financial instruments are suitable investments the following information describing the nature and risks of such instruments should be carefully considered.

Unit trusts

The sub-funds of the Gresham House Unit Trust are sub-funds of a Unit Trust structure authorised by the Central Bank of Ireland as a Retail Investor Alternative Investment Fund. Unit trusts are a type of "pooled investment" vehicle. A pooled investment is one where a number of investors put different amounts of money into a fund which is then invested in one or more asset classes by a fund manager. The price of the units in the fund is determined by the value of the assets the fund holds. Where the fund is an "open ended" fund the number of units, and not the value of those units, will rise or fall based on whether investors buy or sell units. As such, open-ended funds are generally liquid.

Each sub-fund has stated investment objectives, policies and strategies enabling you to invest according to your investment objectives and risk profile. The level of risk will depend on the underlying investments, regulatory status of the fund, any investment restrictions that may apply, the extent to which the fund leverages its assets and how well diversified the open-ended investment fund is. The principle of leverage is to increase the fund's exposure to underlying assets by means of borrowing or other means in the pursuit of higher returns from the amount invested. Leveraging may increase any losses suffered by a fund. Funds investing in emerging markets or smaller companies would be considered to carry much higher risk than those investing in large blue chip companies.

Potential investors should be familiar with the nature of the underlying securities in any Unit Trust in which they plan to invest. Other than the cost of investing in Unit Trusts, you will not be subject to any margin requirements or financial commitments/liabilities. However, as the value of units in a sub-fund of a Unit Trust may fall as well as rise there is a risk that you may lose some or all of your original investment.

In the event of the insolvency of the issuer of the instrument, there is a risk that you may lose some or all of your original investment.

For the purposes of SFDR, Gresham House defines a "sustainability risk" as an ESG event or condition that, if it occurs, could cause an actual or a potential material negative impact on the value of the investment.

10 - Terms and Conditions

INTRODUCTION

This Application Form ("Application Form") forms the basis on which we will deal with you in relation to the business of providing receipt and transmission of orders. This Application Form replaces any previous versions of the Application Form we have provided to you in relation to such business. You should read these Terms and Conditions carefully.

This Application Form constitutes a contractual agreement having legal effect which you accept by beginning or continuing to undertake business with us following receipt.

In this Application Form, references to clauses, schedules or paragraphs shall be to the clauses, schedules and paragraphs of this Application Form, unless specified otherwise.

References to regulations include amendments, updates and replacements as made from time to time. The following terms are used in this document but not otherwise defined in the text:

"AIFM regulations" means the European Union (Alternative Investment Fund Managers) Regulations 2013 (SI No 257 of 2013), as amended;

"Associate" means a subsidiary or other group company of Gresham House;

"Bank" means an EEA authorised bank as may be nominated by Gresham House from time to time to hold funds on your behalf;

"Business day(s)" means a day on which we are open for business in Ireland excluding Saturdays, Sundays and bank holidays;

"Company", "our", "us" or "we" means Gresham House Asset Management Ireland Limited;

"Data" means all and any information relating to you or to any of your affiliates, customers, agents and/or personnel with respect to the business covered by this Application Form, held by us or by any other third party on our behalf, including information contained in any application forms, information obtained in further meetings and discussions with you, ongoing transaction data in respect of your accounts and relationships with Gresham House or any other such data;

"EEA" means the European Economic Area;

"Financial instruments" means a financial instrument as defined in the MiFID Regulations;

"Gresham House" means Gresham House Asset Management Ireland Limited;

"In-house funds" means Collective Investment Schemes of which Gresham House or an associate is manager, operator or adviser;

"Investments" means those investments which are listed in, or which are similar to or related to those set out in clause 8

"Ireland" means the Republic of Ireland, unless otherwise stated;

"MiFID regulations" means the European Communities (Markets in Financial Instruments) Regulations 2017 S.I. No. 375 of 2017 (as amended) and, as applicable, any accompanying and/or subsidiary legislation;

"MiFID requirements" means regulations 9(10), 23, 31, 32, and 33 of the MiFID Regulations, together with Commission Delegated Regulation (EU) 2017/565;

"Professional client" means an investor who is considered to be a professional client or may, on request, be treated as a professional client within the meaning of the MiFID Regulations;

"Retail client" means an investor who is not a Professional Client;

"Service" is any action taken by us on your behalf as defined in clauses 8 and 9; and "You" "your" or "yours" means the person or business entity who is provided with Services.

For the purposes of this Application Form, all references to “including” means including but not in any way limited to. The descriptive headings to clauses, schedules and paragraphs are inserted for convenience only and have no legal effect and shall be ignored in the interpretation of this Application Form. Words importing the singular include the plural and vice versa.

1. Appointment

This Application Form shall come into force on the last date of signing of the preceding Parts of this Application Form or, if later, the date of receipt of such Parts by Gresham House duly signed by you.

2. Our particulars

Gresham House is regulated by the Central Bank of Ireland (the Central Bank) as an authorised alternative investment fund manager under the AIFM Regulations. The Central Bank’s address is New Wapping Street, North Wall Quay, Dublin, D01 F7X3 and its website address is www.centralbank.ie.

Gresham House’s registered address is:

Gresham House Asset Management Ireland Limited 2nd Floor, Block 3,
The Oval, 160 Shelbourne Road, Dublin, D04 T8F2, Ireland

As per regulation 7(4) of the AIFM Regulations and subject to the terms set out in regulation 7(5), Gresham House is also authorised to provide the services of receipt and transmission of orders in relation to financial instruments. In the provision of these services, Gresham House must comply with the MiFID Requirements.

3. Communication

You may communicate with us in writing or by electronic means or verbally. However, all formal instructions to Gresham House with regards to transactions on your investments or changes to your personal details must be done in writing or electronic communication. We will communicate with you in English and you will receive documents and other information from us in that language. Gresham House will communicate with you by post and electronic means unless otherwise expressly requested by you.

4. Risk warnings

We have set out a general description of the nature and risks associated with Investments in Part (B) Risk Disclosures of this Application Form.

5. Regulations

All Services provided under this Application Form will be subject to the MiFID Requirements and if there is any conflict between the provisions of this Application Form and any applicable law the latter will prevail.

In the provision of the Services, we may take or omit to take any action we consider fit in order to ensure compliance with the MiFID Requirements. For the avoidance of doubt, we shall not be required by you to do anything that would, in our opinion, infringe the AIFM Regulations, the MiFID Regulations.

6. Category of account

6.1 We have categorised you as a Retail Client as per the MiFID Regulations in respect of the services identified in section 8 based on the range of products or services we currently or previously provided to you and on the information we currently hold for you.

6.2 We are not obliged to change the categorisation of any client that we deem to have been appropriately categorised.

6.3 If you are acting on behalf of another we will treat you alone as our client for the purposes of this Application Form and you will be liable as such. No other person (whether identified to us or not) shall be our client nor have any rights under this Agreement.

7. Our services

7.1 We will provide you with the service of receipt and transmission of orders in accordance with the MiFID Requirements in respect of all of the following investment instruments where we deem they are suitable for you:

Non-Complex Instruments

a) Units in UCITS fund.

Complex Instruments

a) Alternative Investment funds

b) Any other investment instruments to which we agree.

7.2 You acknowledge that Gresham House will not provide discretionary management services or any other investment service under the MiFID Regulations to you under this Application Form.

8. Statement of account and valuations

8.1 On a quarterly basis we will provide you with a valuation statement. Unless you notify us in writing otherwise, all instructions effected on your behalf will be notified to you by a copy of the relevant contract note being sent as soon as practicable after the transaction is effected with such details as may be required by the MiFID Requirements. In addition, you may request information about the status of your order.

8.2 If you so request, Gresham House shall send the statements and contract notes to your nominated agent on your behalf.

9. Our charges

Gresham House shall be entitled to be remunerated for the services it provides and reimbursed for its expenses in accordance with the Statement of Fees and Charges set out in Part Eight of this Application Form.

10. Taxes

You and your professional tax adviser (if any) are solely responsible for managing your affairs for tax purposes. While Gresham House may from time to time comment to you in relation to specific tax matters, it does not consider itself as having tax expertise and cannot accept any responsibility for any tax consequences of anything done within the scope of its authority. Gresham House is not a tax advisor and does not provide tax advice. However, Gresham House shall not take or omit to take any action which to the actual knowledge of the person taking or omitting to take such action would prejudice your tax position. Knowingly providing advice that would create capital gains which would result in tax being payable shall not be deemed to prejudice your tax position.

You will be responsible for payment of any applicable taxes and any fees, charges, costs and expenses payable or incurred by us in connection with this Application Form.

It is your responsibility to:

- a) ensure that you have obtained appropriate tax advice in relation to our Services;
- b) make all tax payments as required by applicable law and regulation;
- c) provide us with any documentation as required by applicable law and regulation for tax purposes and you undertake to provide us with such documentation when requested by us to do so; and
- d) make all necessary filings, returns and/or other disclosures to the appropriate regulatory authorities.

11. Material interests and conflicts

Gresham House recognises that a conflict of interest may arise when a person is in a position of trust which requires him/her to exercise judgement on behalf of others and where he/she has interests or obligations that may influence the exercise of his/her judgement. Conflicts of interest may arise between Gresham House and the client or between two or more clients.

While potential conflicts may not be predictable in all instances and may be specific to the particular client situation, Gresham House recognises this and accordingly will identify, manage and disclose any conflicts of interest as they arise.

Gresham House follows a conflict management procedure to eliminate potential risks of damage to client interests. Where this is not possible Gresham House will notify and disclose any conflicts to clients and ensure clients are treated fairly.

The following criteria assists in identifying potential conflicts of interest but this is not an exhaustive list:

- a) Gresham House or an associate is likely to make a financial gain, or avoid a financial loss, at the expense of the client;
- b) Gresham House or an Connected Person has an interest in the outcome of a service provided to the client or of a transaction carried out on behalf of the client, which is distinct from the client's interest in that outcome;
- c) Gresham House or an associate has a financial or other incentive to favour the interest of another client or group of clients over the interests of the client;
- d) Gresham House or an associate carries on the same business as the client;
- e) Gresham House or an associate receives or will receive from a person other than the client an inducement in relation to a service provided to the client, in the form of monies, goods or services, other than the standard commission or fee for that service;
- f) Gresham House or an associate undertake investment business with other customers with interests in the same investments;

12. Remuneration, commission and sharing charges

We will notify you if we receive remuneration, commissions or any non-monetary benefit from, or share charges with a third party as a result of providing you with Services under this Application Form.

13. Recording of telephone calls and electronic communications

Telephone calls and all electronic communications may be recorded. We will retain copies of such recordings, which will be available to you on your request for a limited period of time and in accordance with regulatory or legal retention periods.

14. Representations, warranties and covenants

14.1 You represent and warrant that:

- a) You have all necessary capacity, authority, powers, consents, licences and authorisations and have taken all necessary action to enable you lawfully to enter into and perform your obligations under this Application Form;
- b) the persons entering into this Agreement have been duly authorised to do so;
- c) this Application Form and the obligations created under it are binding upon you and enforceable against you in accordance with their terms and do not and will not violate the terms of any regulation, order, charge or agreement by which you are bound;
- d) you have regular access to the internet and consent to us providing you with information or, where applicable, amendments to this Application Form by posting such information on our website or such other website as we may notify to you from time to time;
- e) the information which you have provided to Gresham House in relation to your status, including your residence and domicile for taxation purposes is complete and correct and you will provide Gresham House with any further information required by any competent authority; and
- f) any information which you provide or have provided to us in respect of your financial position or other matters is accurate and not misleading in any material respect.

14.2 Where you are acting as agent on behalf of another you represent and warrant that:

- a) you have full authority to engage with us in all business you carry on with us on behalf of such person and to use their resources to meet any obligations incurred by you in relation to such business;
- b) such person can make the representations and warranties set out in this clause as if it were the party to this Application Form; and
- c) you have obtained, recorded and independently verified evidence of the identity of such person and, where appropriate, the identity of any underlying principal of such person, you have identified the source(s) of asset and funds of such person and, where appropriate, any underlying principal of such person, and you have complied with all other customer information requirements pursuant to all applicable laws.

14.3 You covenant to us that:

- a) you will at all times obtain and comply, and do all that is necessary to maintain in full force and effect, all authority, capacity, powers, consents, licences and authorisations referred to in this clause;
- b) you will use all reasonable steps to comply with the MiFID Regulations in relation to this Agreement and in so far as they are applicable to you or us; and
- c) upon demand, you will provide us with such information as we may reasonably require to evidence the matters referred to in this clause or to comply with any applicable laws and regulations.

15. Anti-Money Laundering

15.1 Gresham House is required by law to verify your identity, address and source of your funds/assets to be managed prior to commencing the Service under this Application Form. You agree to provide such information as may be required by Gresham House in relation thereto.

15.2 Gresham House reserves the right to refuse to commence the Service or accept additional funds or assets without providing you with a reason for so doing.

16. Liability and indemnity

16.1 General exclusion

Neither we nor our officers, employees, agents or delegates shall be liable for any loss suffered by you under or in connection with this Application Form unless such loss arises from our respective negligence, willful default or fraud.

Gresham House will not otherwise be liable for any loss to you. Force majeure

Gresham House shall not be liable for any failure, interruption or delay in the performance of any of the services under this Agreement resulting from acts, events or circumstances not reasonably within Gresham House or its delegate's or agent's control including, but not limited to, industrial disputes, acts or regulations of any governmental or other competent authority or of any investment exchange or for the breakdown, failure or malfunction of any communications or computer service or systems.

16.2 Indemnity

The Client will indemnify Gresham House and its officers, employees, agents and delegates against any costs, loss, liability, claims, demands, proceeds or expenses whatsoever which may be suffered or incurred by Gresham House and its officers, employees, agents and delegates directly or indirectly in connection with or as a result of any service performed or action permitted under this Application Form except to the extent that the expense or loss is due to Gresham House's or its officers, employees, agents and delegates respective negligence, willful default or fraud.

16.3 Nothing in this Application Form will either exclude or restrict any general duty or liability to the Client which we may have to you or require you to indemnify or compensate us to any extent prohibited by the MiFID Regulations to which this Application Form is subject, or anything in this Application Form.

16.4 Nothing in this Application Form will reduce your statutory rights relating to misdescribed products or services.

17. Your rights

In the event of default by Gresham House acting on behalf of the Trust, you may exercise any legal rights available to you whether arising from contract or by operation of law.

18. Confidentiality and use of personal data

18.1 Confidentiality

- a) Neither Gresham House nor any associate is obliged to disclose to you any information the disclosure of which might be a breach of any duty or confidence to another person.
- b) Neither Gresham House nor any associate is obliged to take into consideration information which comes to the notice of an employee, officer or agent of Gresham House or of an associate, but does not come to the actual notice of the individual making the decision or taking the step in question.

18.2 Subject to any Data Protection requirements set out herein, the parties to this Application Form will at all times respect and protect the confidentiality of information acquired in consequence of it, but Gresham House will be entitled to disclose any information known to it relating to your business or affairs

- (i) where it may be entitled or bound to disclose by law,
- (ii) which is requested by regulatory authorities, or
- (iii) which is disclosed to advisers where reasonably necessary for the performance of their professional services.

18.3 Personal data purposes

The information collected from you will only be used for the purpose of providing receipt and transmission of orders services and related services under this Application Form. It will not be disclosed by Gresham House (other than to its delegates and agents) or any such group company to any third party in a form that identifies you and will not be used for marketing purposes by Gresham House or any such group company without your express consent. You have the right to access your information at any time to check whether it is accurate and up-to-date and you should write to Gresham House if you wish to do so.

18.4 International transfers

Please note that, in order to administer your account, as permitted by law and/or through the use of cookies, some of your personal data may be transferred outside the European Economic Area. In such cases we will make all reasonable efforts to ensure that such transfers are done in accordance with applicable data protection laws including through the implementation of appropriate safeguards. Typical examples would be where we have transferred your data to a service provider/group company for the purposes of that product or service, and where we need to provide your personal data to counterparties to execute transactions on your behalf.

18.5 How long we hold your personal information

We will hold your personal data for no longer than is necessary for the purpose it was collected, in order to comply with the large number of legal and regulatory mandated data retention periods applicable to the various types of personal information we hold and/or as otherwise permitted by law.

18.6 Your rights in relation to your personal information

You may request a copy of the personal data we hold about you by writing to the address below. If permitted by law we may charge an administrative fee for this and, to protect our clients' personal information, will take all reasonable steps to verify your identity before processing any such request.

You may also, by writing to the same address, object to the use of your personal information. If you so object, we will cease to use and process your information unless we can demonstrate compelling legitimate reasons not to do so.

You may also request us to restrict or erase any personal information we hold about you. Naturally this is subject to any legislation that requires us to hold your personal information for a particular time period. You also have the right to data portability with respect to certain aspects of your personal data which means you can request us to provide it to another third-party nominee of your choosing.

Finally, you may change your mind at any time in relation to any consent previously provided to us.

18.7 Cookies

Please see our Cookie Policy located on our website for full details on the cookies obtained, their use, and respective retention periods.

18.8 How to contact us

Any queries or complaints regarding the use of your personal data should be sent to The Compliance Officer, Gresham House Asset Management Ireland, 2nd Floor, Block 3, The Oval, 160 Shelbourne Road, Dublin, D04 T8F2, Ireland. You also have the right to lodge a complaint with the Data Protection Commission (Republic of Ireland) about the processing of your personal data.

19. Termination

We may terminate this Agreement in any of the following circumstances:

- a) you fail to make any payment when due under this Application Form and such failure continues for three Business Days after we give you notice of non-performance;
- b) you cease to trade, or are unable to pay your debts at any time as they fall due or have a petition presented or a meeting convened for the purpose of winding up or if you enter into liquidation whether compulsorily or voluntarily or you have a receiver, manager, examiner or administrator appointed over all or a substantial part of your assets;
- c) part of your assets or distrait is levied over any of your assets or any similar or analogous order is made or proceeding is commenced or officer is appointed or action is taken in any jurisdiction in consequence of debt;
- d) any representation or warranty made or given or deemed made or given by you under this Application Form proves to have been false or misleading in any material respect as at the time it was made or given or deemed made or given;
- e) you fail to observe or perform any other obligations which you owe to us or you are otherwise in breach or default of any term or provision of this Application Form;
- f) you stop or suspend payment of your debts or you propose to enter into any composition, scheme, compromise or arrangement with or for the benefit of your creditors generally or any class of them;
- g) being an individual, if you are adjudicated as bankrupt;
- h) we consider it necessary or desirable for our own protection where an event occurs or any action is taken which we consider might have a material adverse effect upon your ability to perform any of your obligations under this Application Form.

You may terminate this Agreement at any time by written notice to the Company. Termination will be effective upon the date which you have specified in the notice or, if no date is specified, upon receipt of the notice by the Company.

Gresham House may terminate this Agreement on not less than one month's notice in writing or by immediate notice if required to do so by any regulatory authority.

Any notice of termination given by either you or us will be considered to be effective in accordance with the notice provisions in this Application Form.

20. Notices

Any notice to be given by you or us shall, subject to any express provision in this Application Form be given or notified in writing and shall be posted or delivered or sent by facsimile or electronic transmission. Any notice given by post will be deemed to be given five Business Days after posting and any notice given by delivery, facsimile or electronic transmission will be deemed given upon delivery, facsimile or transmission (as the case may be). In proving service of notice, it shall be sufficient to prove in the case of delivery by post that the correct communication details were affixed and in the case of delivery by facsimile or electronic transmission that it was delivered to the correct destination.

All notices shall be deemed correct, conclusive and binding on you unless your objection in writing is received by us

within five Business Days of receipt thereof by you.

Gresham House's current contact details are shown within this Application Form unless we inform you otherwise. We will assume that your address is that shown on your account opening documentation unless you inform us otherwise in writing.

21. Miscellaneous

21.1 Amendments

- a) Any amendment to this Agreement proposed by you shall, unless otherwise provided be notified in writing to Gresham House and shall take effect (i) in the case of a change in the investment objectives or restrictions when accepted in writing by Gresham House and (ii) in the case of any other amendment only when accepted by Gresham House in writing.
- b) Any amendment to this Agreement proposed by Gresham House shall be notified to you in writing and shall take effect on the date specified in the notice to you provided that this is not less than 20 business days after the date on which the notice was served on you.

21.2 Assignment

- a) This Application Form is personal to you and shall not be capable of assignation or transfer by you.
- b) Gresham House may appoint any associate as manager in its place and shall be entitled to assign to such appointee all the benefits of this Application Form subject to the appointee agreeing to be bound by all the duties and obligations of Gresham House.

21.3 No Waiver

The rights and remedies provided under this Application Form are cumulative and additional to and not exclusive of those provided by law. We shall be under no obligation to exercise any right or remedy either at all or in a manner or at a time beneficial to you. No failure by us to exercise or delay by us in exercising any of our rights under this Agreement or otherwise shall operate as a waiver of those or any other rights or remedies. No single or partial exercise of a right or remedy shall prevent further exercise of that right or remedy or the exercise of another right or remedy.

21.4 Severability

If at any time, any provision of this Application Form is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Application Form nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall in any way be affected or impaired.

22. Entire agreement

This Application Form supersedes any previous written or oral agreement between the parties in relation to the matters dealt with in this Application Form and contain the entire agreement between the parties relating to the subject matter of this Application Form at the date hereof.

23. Complaints

Should you be dissatisfied at any time with the service that you receive from Gresham House, do not hesitate to make this known to us by contacting:

Compliance Officer

Gresham House Asset Management Ireland Limited 2nd Floor, Block 3,
The Oval, 160 Shelbourne Road, Dublin, D04 T8F2 Ireland

We have a written complaints procedure and will deal with your complaint promptly.

If you are not satisfied with the outcome of our view of your complaint, you are entitled to refer the matter to the Financial Services and Pensions Ombudsman. The Financial Services and Pensions Ombudsman is a statutory officer who deals independently with unresolved complaints from consumers about their individual dealings with financial services providers. It is a free service to the complainant. Further details relating to the Financial Services and Pensions Ombudsman, including how to make a complaint are available at www.fspo.ie by telephone on +353 1 567 7000 or by writing to the Financial Services and Pensions Ombudsman, 3rd Floor, Lincoln House, Lincoln Place, Dublin D02 VH29.

24. Compensation

24.1 The Investor Compensation Act, 1998 provides for the establishment of a compensation scheme and the payment, in certain circumstances, of compensation to certain clients (known as eligible investors) of an alternative investment fund manager, as defined in regulation 5 of the AIFM Regulations.

24.2 Gresham House is a member of that compensation scheme.

24.3 Compensation may be payable where money or investment instruments owed or belonging to the Client and held, or in the case of investment instruments, administered or managed by Gresham House, cannot be returned to the Clients for the time being and there is no reasonably foreseeable opportunity of Gresham House being able to do so.

24.4 A right to compensation will arise only:

- a) if the Client is an eligible investor as defined in the Act;
- b) if it transpires that Gresham House is not in a position to return client money or investment instruments owed or belonging to clients of the firm; and
- c) to the extent that the Client's loss is recognised for the purposes of the Act.

24.5 Where an entitlement to compensation is established, the compensation payable will be the lesser of 90% of the amount of the Client's loss which is recognised for the purposes of the Investor Compensation Act, 1998; or compensation of up to €20,000.

25. Governing law

This Application Form is governed by and shall be construed in accordance with the laws of Ireland. The Irish courts are to have exclusive jurisdiction to settle any disputes or claims that may arise out of or in connection with this Application Form for which purpose you irrevocably submit to the jurisdiction of the Irish courts and you waive any objection to proceedings in any court on the grounds of inconvenient forum.

If you do not have a permanent place of business in Ireland, you shall at all times maintain, and notify us of, an agent for service of process in Ireland and, in any event, any claim form, order, petition, judgement or other notice of legal process shall be sufficiently served on you if delivered to any such agent at its permanent place of business in Ireland.